

STATEMENT OF WORK

**For Legal Services
To Shared Services Agreement between Ally Financial Inc. and Residential Capital, LLC
Dated May __, 2012 (the "Agreement")**

This Statement of Work ("SOW") between Ally Financial Inc. ("AFI") and Residential Capital, LLC (together with its subsidiaries, "ResCap") is issued this __ of May 2012 ("SOW Effective Date") to detail the deliverables and/or services to be performed in accordance with the terms and conditions of the Agreement between AFI and ResCap. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. This SOW is subject, in its entirety, to the terms and conditions of the Agreement.

I. OVERVIEW

This SOW sets forth each Party's responsibilities with respect to the legal Services to be provided by ResCap to AFI (including its subsidiaries), consisting of the following:

- Legal advice and counseling, including advice on change in laws and regulations applicable to AFI's business
- Drafting legal agreements and other legal documents in connection with AFI's business
- Litigation support, including service of process and e-discovery
- Retention and management of outside counsel to represent AFI and its subsidiaries
- Licensing maintenance and support

II. SCOPE OF SERVICES

Legal Services

During the Term, ResCap will provide the following Services to AFI in connection with its business activities when requested by AFI and consistent with current and historical practice:

- Legal advice and counseling, including litigation management and support, including service of process, e-discovery, discovery responses, and litigation holds, as may be necessary or required by AFI from time to time, including without limitation, making available relevant systems and software that may be developed by or for the e-discovery team;
- Drafting legal agreements and other legal documents in connections with AFI's capital markets functions, including, but not limited to, funding facilities, whole loan sales, and securitizations;
- Obtaining and maintaining licenses required for AFI's and its subsidiaries' respective businesses, to the extent required;
- Assistance with legal aspects of investigations and examinations in connection with oversight of the mortgage business by federal, state, and local regulatory bodies;

- Retention, oversight, and management of outside counsel representing AFI as determined by ResCap's legal staff to be appropriate to conduct litigation and/or provide advice, counseling and other legal support as to legal matters of AFI, including in respect of capital markets activities; and
- Make available to AFI for its use the applications listed in Section VIII below.

III. DELIVERABLES

Deliverables may be mutually determined from time to time in connection with the particular Services that ResCap provides to AFI.

IV. TERM

The Term of this SOW shall be in accordance with the term of the Agreement, unless otherwise modified or terminated in accordance with the Agreement.

V. AFI RESPONSIBILITIES

To enable ResCap to provide the Services contemplated by this SOW, AFI will inform the persons who are providing the Services under this SOW of the following:

- The status of any business issues, decisions, or other developments that may give rise to legal actions or other legal implications involving AFI; and
- The status or knowledge of any pending, threatened, or otherwise asserted claims or actions that may give rise to litigation involving AFI.

AFI management is responsible for making decisions and implementing (or not implementing) recommendations provided by ResCap's Legal Staff, including managing all risks associated with AFI litigation and determining or approving (or not approving) all legal strategies.

VI. SERVICE LEVEL AGREEMENTS

Performance Standards:

The Services provided under this SOW do not lend themselves to advance specification of metrics around delivery of such Services.

Both parties to the Agreement and this Statement of Work agree to reasonably cooperate with each other in the delivery and receipt of the Services.

VII. PRICING

- All Services provided by ResCap under the terms of this SOW will be provided at such costs as may be set forth in the pricing exhibit to the Agreement.
- At ResCap's discretion, direct third party fees/charges related to AFI activities will be passed through directly to AFI.

VIII. EMPLOYEE CONTACTS

ResCap will, from time to time, designate one or more lawyers, or other appropriate individual(s) who are not lawyers, to provide Services contemplated by this SOW as to various business lines or activities of AFI. ResCap will take appropriate measures to select, supervise, and monitor the individuals performing Services under this SOW.

IX. INFORMATION MANAGEMENT SOFTWARE APPLICATIONS

Evidence Management System - e-discovery
L-Forms - licensing
Legal Connects

X. Attachments, Exhibits, or Schedules

Any attachments, exhibits, or schedules attached to this Statement of Work are incorporated by reference into the SOW, as though fully set forth in this SOW.